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12	Attorneys for Defendants
13	GULF COAST VENTURES d/b/a UJ TOYS and
14	UJ TRADING, and Ibrahim Yuce.
15	CENTRAL DISTRICT OF CALIFORNIA
16	UNITED STATES DISTRICT COURT
17	VBConversions LLC, A California Limited
18	liability company
19	Plaintiff,
20	CASE NO. CV12-08265 DMG (AGRx)
21	DEFENDANT GULF COAST VENTURES,
22	INC. d/b/a UJ TOYS AND UJ TRADING
23	and IBRAHIM YUCE'S ANSWER TO
24	PLAINTIFF'S COMPLAINT
25	Corporation d/b/a UJ Trading and
26	Karakus, an individual; And Ibrahim Yuce, an
27	individual; Does 1-10, inclusive,
28	Defendants.
	Defendant.

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26 question.

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24 the Plaintiff does not have or own a valid copyright or copyright registration for the software in
23 10. Defendants deny the allegations of paragraph 10. Defendants specifically aver that**GENERAL ALLEGATIONS**

22 Ventures Inc. Remaining allegations of paragraph 9 are denied.

21 Defendants admit that Bekir Alir and Emre Karakus were employed by Gulf Coast

20 Defendants admit paragraph 8.

19 Defendants admit paragraph 7.

18 allegations of paragraph 6 are denied.

17 its principal headquarters is at 10333-Harwin Dr. Suite 550, Houston, TX 77036. The remaining

16 Defendants admit that Gulf Coast Ventures, Inc. dba UJ Trading and UJ Toys has

15 Defendants deny the allegations of paragraph 5 for lack of sufficient information.

PARTIES

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13 The allegations of paragraph 4 are denied.

12 Defendants deny the allegations of paragraph 3.

11 matter. The remaining allegations of paragraph 2 are denied.

10 Defendants admit that the court has federal subject matter jurisdiction over this

JURISDICTION

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SUMMARY OF THE ACTION

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5 Except where specifically admitted herein, Defendants deny each and every allegation of

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3 Defendants to Plaintiff's Complaint ("Complaint"), respectfully respond as follows:

2 Defendants and Ibrahim Yuce ("Defendants"), as for their Answer and Affirmative

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ANSWER

28. Defendants incorporate by reference its answers to paragraphs 1 through 17.

Vicarious Copyright Infringement

SECOND CLAIM FOR RELIEF

25. The allegations of paragraph 27 are denied.

24. The allegations of paragraph 26 are denied.

23. The allegations of paragraph 25 are denied.

22. Justify a belief therein.

21. The allegations of paragraph 24 are denied for lack of sufficient information to

20. Justify a belief therein.

19. The allegations of paragraph 23 are denied for lack of sufficient information to

18. Justify a belief therein.

17. The allegations of paragraph 22 are denied for lack of sufficient information to

16. Justify a belief therein.

15. The allegations of paragraph 21 are denied for lack of sufficient information to

14. Justify a belief therein.

13. The allegations of paragraph 20 are denied for lack of sufficient information to

12. Justify a belief therein.

11. The allegations of paragraph 19 are denied for lack of sufficient information to

10. Defendants incorporate by reference its answers to paragraphs 1 through 17.

Violation of 17 U.S.C. § 501, ET SEQ., Copyright Infringement.

FIRST CLAIM FOR RELIEF

7. Defendants deny the allegations of paragraph 17.

6. Defendants deny the allegations of paragraph 16.

5. Defendants deny the allegations of paragraph 15 for lack of sufficient information.

4. Defendants deny the allegations of paragraph 14 for lack of sufficient information.

3. Defendants deny the allegations of paragraph 13 for lack of sufficient information.

2. Defendants deny the allegations of paragraph 12 for lack of sufficient information.

1. Defendants deny the allegations of paragraph 11 for lack of sufficient information.

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Plaintiff's Complaint fails to state any claims upon which relief can be granted.

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FIRST AFFIRMATIVE DEFENSE

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otherwise be on Plaintiff.

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following Affirmative Defenses, without assuming the burden of proof when such burden would further answer the Complaint and as additional defenses thereto, Defendants assert the

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AFFIRMATIVE DEFENSES

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A-F, Defendants deny paragraphs A through F of Plaintiff's prayer for relief.

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required to any paragraph of Plaintiff's prayer for relief, including without limitation paragraphs required to any paragraph of Plaintiff's prayer for relief, including without limitation paragraphs

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The Prayer for Relief does not contain any allegations. To the extent any response is

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41. The allegations of paragraph 41 are denied.

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40. The allegations of paragraph 40 are denied.

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39. The allegations of paragraph 39 are denied.

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justify a belief therein.

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38. The allegations of paragraph 38 are denied for lack of sufficient information to

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justify a belief therein.

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37. The allegations of paragraph 37 are denied for lack of sufficient information to

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36. Defendants incorporate by reference its answers to paragraphs 1 through 36.

12

Violation of the Digital Millennium Copyright Act (17 U.S.C. § 1201(a)).

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FOURTH CLAIM FOR RELIEF:

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35. The allegations of paragraph 35 are denied.

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34. The allegations of paragraph 34 are denied.

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33. The allegations of paragraph 33 are denied.

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32. Defendants incorporate by reference its answers to paragraphs 1 through 32.

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THIRD CLAIM FOR RELIEF: CONTRIBUTORY COPYRIGHT INFRINGEMENT

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31. The allegations of paragraph 31 are denied.

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30. The allegations of paragraph 30 are denied.

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29. Defendants deny allegations of paragraph 29.

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28 registration for the allegedly infringed work.

27 Plaintiff's claims are barred in full or in part because of the failure to show a copyright

TWELFTH AFFIRMATIVE DEFENSE

25 Plaintiff's alleged copyright is invalid under the Copyright Act.

ELEVENTH AFFIRMATIVE DEFENSE

23 protection.

22 Plaintiff's alleged copyrighted works lack the originality necessary for copyright

TENTH AFFIRMATIVE DEFENSE

20 copyright.

19 Plaintiff lacks standing, among other things, because of the failure to show ownership of

NINTH AFFIRMATIVE DEFENSE

17 damages.

16 Plaintiff's claims are barred, in full or in part, because of Plaintiff's failure to mitigate said

EIGHTH AFFIRMATIVE DEFENSE

14 Defendants rely on any applicable statute of limitations as a bar to Plaintiff's claims.

SEVENTH AFFIRMATIVE DEFENSE

12 The claims for relief set forth in the Complaint are barred by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

10 Plaintiff has waived its right to seek the relief set forth in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

8 Complaint.

7 Plaintiff is estopped by its own conduct from asserting the claims set forth in the

FOURTH AFFIRMATIVE DEFENSE

5 The claims for relief set forth in the Complaint are barred by the doctrine of unclean hands.

THIRD AFFIRMATIVE DEFENSE

3 Constitution of the United States of America.

2 Plaintiff's claims are barred by the applicable laws, codes, statutes, regulations, and

SECOND AFFIRMATIVE DEFENSE

In accordance with Fed.R.Civ.P. 38(b), Defendants demand a trial by jury on all issues triable by a jury.

DEMAND FOR JURY TRIAL

Attorneys for Defendants
GULF COAST VENTURES d/b/a UJ TRADING
and UJ Toys and Ibrahim Yuce
Peter C. Bronstein (CA Bar No. 153611)

By /s/ Peter C. Bronstein

LAW OFFICE OF PETER C. BRONSTEIN

DATED: December 4, 2012

relief as may be just and proper.

3. That Defendants be awarded their costs, attorneys' fees and such other and further relief as may be just and proper.
2. That Plaintiff take nothing by way of its Complaint;
1. That the Complaint be dismissed in its entirety, with prejudice;

WHEREFORE, Defendants pray as follows:

PRAVFER FOR RELIEF

Court for the Southern District of Texas pursuant to, without limitation, 28 U.S.C. § 1391; § 1400 and § 1404.

Venue is improper. The appropriate venue or forum for this matter United States District

SEVENTEENTH AFFIRMATIVE DEFENSE

Defendants are not subject to personal jurisdiction in California.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by its own inequitable conduct.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendants' use constitutes fair use.

FOURTEENTH AFFIRMATIVE DEFENSE

Any alleged infringement by Defendants was innocent.

THIRTEENTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

TWELVE AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

ELEVENTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

TENTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

NINTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

EIGHTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

SEVENTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

SIXTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

FIFTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

FOURTH AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

THIRD AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

SECOND AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

FIRST AFFIRMATIVE DEFENSE

Defendants have not engaged in any conduct which would support a claim for contributory or willful infringement.

TRAIDING and Uj Toys and Ibrahim Yuce
GULF COAST VENTURES d/b/a Uj
Attorneys for Defendants
Peter C. Bronstein (CA Bar No. 153611)

By /S/ Peter C. Bronstein

LAW OFFICE OF PETER C.
BRONSTEIN

DATED: December 4, 2012

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1	PROOF OF SERVICE	
2	I am a resident of United States. I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2029 Century Park East, 19 th Floor, Los Angeles, CA 90067.	
3	On December 4, 2012, I served the foregoing document described as ANSWER, on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:	
4	Donald M. Gindy A Professional Law Corporation 1880 Century Park East ste 615 Los Angeles, CA 90067	
5	Attorneys for Plaintiff	
6	[X] BY MAIL. I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.	
7	I am "readily familiar" with the firm's practice of collection and processing correspondence for business. It is deposited with the U.S. Postal Service on the same day in ordinary course of mailing. It is deposited with the U.S. Postal Service on the same day in transmission, I faxed the documents to the persons at the fax number(s) above-listed. No error was reported by the fax machine that I used and the record of fax transmission is on file.	
8	[] BY FAX. I transmitted a PDF version of this document by electronic mail to the party(s) identified on above-listed using the e-mail address(es) indicated.	
9	[] BY ELECTRONIC TRANSMISSION. I transmitted a PDF version of this document by electronic mail to the party(s) identified on above-listed using the e-mail address(es) indicated.	
10	[] BY FACSIMILE SERVICE. Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) above-listed. No error was reported by the fax machine that I used and the record of fax transmission is on file.	
11	[X] BY MAIL. I deposited such envelope in the mail at Los Angeles, California. The mail at Los Angeles, California 90067.	
12	I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit. The envelope or package was placed in the ordinary course of business. It is deposited with the U.S. Postal Service on the same day in correspondence for mailing. It is deposited with the U.S. Postal Service on the same day in transmission, I faxed the documents to the persons at the fax number(s) above-listed. No error was reported by the fax machine that I used and the record of fax transmission is on file.	
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24	[] BY ELECTRONIC TRANSMISSION. I transmitted a PDF version of this document by electronic mail to the party(s) identified on above-listed using the e-mail address(es) indicated.	
25	Peter Bronstein	Type or print name
26		Signature
27		
28		